

EXHIBIT E

December 12, 2023

VIA E-MAIL: Chad@battle-green.com

Chad Wise
Chad@battle-green.com

Re: Notice of Material Breach

Dear Mr. Wise:

As you are aware, my firm represents MJA Holdings LLC (“MJA”) in its purchase of Equipment from Battle Green Equipment LLC (“Battle Green”) pursuant to that Equipment Purchase and Sale Agreement dated August 18, 2023, entered into between MJA and Battle Green (the “Agreement”). I write to notify Battle Green that it is in breach of the Agreement. Capitalized terms used but not defined herein have the meanings given to such terms in the Agreement.

Per Section 3.7(b) of the Agreement, Battle Green represented and warranted to MJA that warranties for the Equipment are available for purchase directly from the manufacturer of the Equipment. That representation and warranty is not true and has never been true. MJA has been informed by the manufacturer of the Equipment that there are no warranties for the Equipment available for purchase. Per Section 10.1(A), as a result of this breach and misrepresentation, MJA is entitled to terminate the Agreement after a five (5) business day cure period and recover the total amount of Deposits and Additional Deposits made to date. This breach does not appear curable, but as discussed below, MJA will provide Battle Green with the requisite five (5) business days to cure.

In addition to Battle Green’s misrepresentation and breach of Section 3.7(b), the Equipment has failed to pass Inspection and thus constitutes Non-Conforming Equipment. MJA conducted an inspection on October 2, 2023, and provided Battle Green with an inspection report on October 2, 2023, indicating that the Equipment was damaged and Non-Conforming Equipment as a result of having been stored outside for an extended period. Per Section 10.1(B), MJA can terminate the Agreement based on a failed inspection if Battle Green fails to cure within thirty (30) business days of the Inspection Report Date. It has been more than thirty (30) business days since the Inspection Report Date, and on December 5, 2023, a qualified inspector again inspected the Equipment and found it continued to be Non-Conforming Equipment. A copy of the December 5, 2023, inspection is enclosed with this correspondence, confirming that the Equipment has not been properly repaired or replaced and continues to constitute Non-Conforming Equipment.

MJA is not terminating the Agreement immediately, despite having the right to do so per Section 10.1(B). Instead, this letter is intended to alert Battle Green that MJA intends to exercise its remedies on Wednesday, December 20, 2023, by terminating the Agreement and demanding the return of the Deposit and all Additional Deposits made by MJA. MJA hopes that Battle Green understands the gravity of this situation and is prepared to return the Deposit and Additional Deposits to MJA in a timely manner.

Sincerely,

Ryan M. Holz
Ryan M. Holz



Ryan Holz, Partner
227 W. Monroe Street, Suite 3950
Chicago, Illinois 60606
Phone: 312.474.6000
Direct Phone: 847.463.0663
Email: ryan.holz@gmlaw.com

cc: Max Riffin (mriffin@princelobel.com)
Adam Koscielski (adam.koscielski@gmlaw.com)